

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SHAMIRE PRITCHARD

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
John E. Toczydlowski, Esq., Aversa & Linn, P.C., 1700 Market Street,
Suite 3050, Philadelphia, PA 19103 (215) 751-1717

DEFENDANTS

USAA Casualty Insurance Company

County of Residence of First Listed Defendant Bexar County, TX
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
James H. Cole, Esq./Cristin A. Cavanaugh, Esq., Marshall Dennehey
Warner Coleman & Goggin, 2000 Market Street, Suite 2300,
Philadelphia, PA 19103 (215) 575-2597

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habens Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332; 28 U.S.C. 1441 and 1446

Brief description of cause:

Claims for breach of insurance contract, claim for PIP benefits

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9/13/18

SIGNATURE OF ATTORNEY OF RECORD

Cristin A. Cavanaugh

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDG

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: John E. Toczydowski, Esq., Aversa & Linn, P.C., 1700 Market Street, Suite 3050, Philadelphia, PA 19103 (Plaintiff's Counsel)

Address of Defendant: James H. Cole, Esq./Cristin A. Cavanaugh, Esq., Marshall Dennehey Warner Coleman & Goggin, 2000 Market Street, Suite 2300, Philadelphia, PA 19103 (Defendant USAA's counsel)

Place of Accident, Incident or Transaction: Intersection of East Lehigh Avenue and A Street, Philadelphia, PA

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/13/18

Cristin A. Cavanaugh
Attorney-at-Law / Pro Se Plaintiff

307546

Attorney I.D. # (if applicable)

CIVIL: (Place a √ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

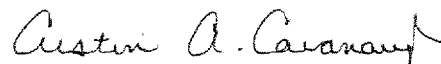
CASE MANAGEMENT TRACK DESIGNATION FORM

SHAMIRE PRITCHARD	:	CIVIL ACTION
	:	
v.	:	
	:	
USAA CASUALTY INSURANCE COMPANY	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

<u>9/13/18</u> Date <u>215-575-2597</u> Telephone	 <u>Cristin A. Cavanaugh, Esq.</u> Attorney-at-law <u>215-575-0856</u> FAX Number	<u>Defendant</u> Attorney for <u>cacavanaugh@mdwecg.com</u> E-Mail Address
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**Civil Justice Expense and Delay Reduction Plan
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS
(See §1.02 (e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHAMIRE PRITCHARD	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	
v.	:	NO.
	:	
USAA CASUALTY INSURANCE	:	
COMPANY	:	
Defendant	:	

**TO: CLERK OF COURT OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Defendant, USAA Casualty Insurance Company ("USAA CIC"), by its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby files Notice of Removal of this case from the Court of Common Pleas of Philadelphia County, Pennsylvania, where it is now pending, to the United States District Court for the Eastern District of Pennsylvania, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and in support thereof, states the following:

1. On August 7, 2018, Plaintiff Shamire Pritchard commenced a civil action against USAA CIC by filing a Complaint in the Court of Common Pleas of Philadelphia County, Pennsylvania, docketed as August Term 2018, No. 000196. A true and correct copy of the Complaint is attached hereto, made a part hereof, and identified as Exhibit A.
2. USAA CIC was served with the Complaint on August 16, 2018. A true and correct copy of the Affidavit of Service, filed by Plaintiff, is attached hereto, made a part hereof, and identified as Exhibit B.
3. The Notice of Removal is timely, in accordance with 28 U.S.C. §§ 1441 and 1446(b)(1).
4. In the Complaint, Plaintiff avers that she is a resident of the Commonwealth of Pennsylvania, residing therein at 2654 Charles Street, Philadelphia, PA 19135. (Exhibit

"A", para 1). Therefore, upon information and belief, Plaintiff is a citizen of the Commonwealth of Pennsylvania.


5. USAA CIC is a foreign corporation and resident of the State of Texas with a principal place of business at 9800 Fredericksburg Road, San Antonio, Texas 78288.
6. Plaintiff alleges, *inter alia*, that, following a motor vehicle accident that occurred on November 2, 2015, she presented a claim for underinsured motorist benefits and first party benefits under an automobile policy issued by USAA CIC, and that she and USAA CIC have failed to agree on the amount of underinsured motorist benefits and first party benefits to which she is entitled to recover.
7. The Complaint purports to set out two individually enumerated causes of action:
 - a. Count I – Breach of Contract for failure to pay underinsured motorist benefits;
 - b. Count II – PIP
8. In Count I - Breach of Contract for failure to pay underinsured motorist benefits, Plaintiff demands judgment against USAA CIC in an amount in excess of \$50,000.00.
9. In Count II –Personal Injury Protection ("PIP") benefits, Plaintiff demands judgment against USAA CIC in an amount of the unpaid first party medical benefits, plus 12% interest per annum and attorney's fees.
10. Based upon the allegations of Plaintiff's Complaint, the amount in controversy in this action is in excess of the jurisdictional threshold of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of costs and interest, as Plaintiff has alleged damages in excess of \$50,000.00 and an amount of the unpaid first party medical benefits.

11. Plaintiff has, therefore, alleged a total amount in controversy, exclusive of interest and costs, in excess of the jurisdictional threshold of \$75,000, pursuant to 28 U.S.C. § 1332(a).
12. This Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1332, based upon the diversity of citizenship of the parties and the amount in controversy, and removal is appropriate pursuant to 28 U.S.C. § 1441.
13. The Notice of Removal has been filed within thirty (30) days after service of the Complaint on USAA CIC.
14. Contemporaneously with the filing of this Notice, and in accordance with 28 U.S.C. § 1446(d), written notice of the filing has been given to Plaintiff.
15. Promptly after filing with the Court and the assignment of a civil action number, a copy of this Notice of Removal will be filed with the Court of Common Pleas of Philadelphia County, Pennsylvania, also in accordance with 28 U.S.C. § 1446(d).
16. Copies of all process, pleadings and other Orders which have been received by Defendant in this action are filed herewith.

WHEREFORE, Defendant, USAA CIC, respectfully requests that it may affect the removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: 
JAMES H. COLE, ESQUIRE
CRISTIN A. CAVANAUGH, ESQUIRE
PA Attorney ID Nos. 84039/307546
2000 Market Street, Suite 2300
Philadelphia, PA 19103
215-575-2635; 215-575-0856 (fax)
jhcole@mdwcg.com
cacavanaugh@mdwcg.com
*Attorneys for Defendant USAA Casualty
Insurance Company*

Dated: 9/13/18

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHAMIRE PRITCHARD	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
USAA CASUALTY INSURANCE	:	
COMPANY	:	
Defendant	:	

CERTIFICATION

I, Cristin A. Cavanaugh, Esquire, hereby certify that the facts set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: *Cristin A. Cavanaugh*
JAMES H. COLE, ESQUIRE
CRISTIN A. CAVANAUGH, ESQUIRE
PA Attorney ID Nos. 84039/307546
2000 Market Street, Suite 2300
Philadelphia, PA 19103
215-575-2635; 215-575-0856 (fax)
jhcole@mdwecg.com
cacavanaugh@mdwecg.com
*Attorneys for Defendant USAA Casualty
Insurance Company*

Dated: 9/13/18

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA


SHAMIRE PRITCHARD	:	CIVIL ACTION
	:	
Plaintiffs	:	
	:	NO.
v.	:	
	:	
USAA CASUALTY INSURANCE	:	
COMPANY	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Cristin A. Cavanaugh, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Removal was served upon the following party via electronic service, on the below date:

John E. Toczydlowski, Esquire
Aversa & Linn, P.C.
1700 Market Street
Suite 3050
Philadelphia, PA 19103
Attorneys for Plaintiff

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN

By: 
CRISTIN A. CAVANAUGH, ESQUIRE
*Attorneys for Defendant USAA Casualty
Insurance Company*

Dated: 9/13/18

EXHIBIT A

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

2018 AUGUST 2018
For Prothonotary Use Only (Docket Number)
000000073
000196

E-Filed Number 1808010875

PLAINTIFF'S NAME
SHAMIRE PRITCHARDDEFENDANT'S NAME
USAA CASUALTY INSURANCE COMPANYPLAINTIFF'S ADDRESS
2654 CHARLES STREET
PHILADELPHIA PA 19135DEFENDANT'S ADDRESS
PO BOX 26001
DAPHNE AL 36526

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

1

TOTAL NUMBER OF DEFENDANTS

1

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☐ \$50,000.00 or less☒ More than \$50,000.00

COURT PROGRAMS

☐ Arbitration☒ Jury☐ Non-Jury☐ Other:☐ Mass Tort☐ Savings Action☐ Petition☐ Commerce☐ Minor Court Appeal☐ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

2V - MOTOR VEHICLE ACCIDENT

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHYIS CASE SUBJECT TO
COORDINATION ORDER?

YES

NO

AUG 07 2018

A. SILIGRINI

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: SHAMIRE PRITCHARD

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY

JOHN E. TOCZYDLOWSKI

ADDRESS

AVERSA & LINN PC
1700 MARKET ST
SUITE 3050
PHILADELPHIA PA 19103

PHONE NUMBER

(215) 751-1717

FAX NUMBER

(215) 751-9386

SUPREME COURT IDENTIFICATION NO.

76848

E-MAIL ADDRESS

toz@aversalinn.com

SIGNATURE OF FILING ATTORNEY OR PARTY

JOHN TOCZYDLOWSKI

DATE SUBMITTED

Tuesday, August 07, 2018, 11:40 am

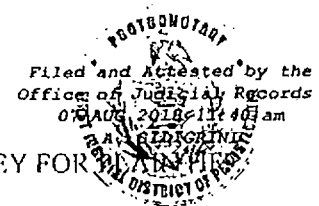
FINAL COPY (Approved by the Prothonotary Clerk)

USAA Confidential

A15 IV 08 11 2018 19 36

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AVERSA & LINN, P.C.
 BY: JOHN E. TOCZYDLOWSKI, ESQUIRE
 IDENTIFICATION NO. 76848
 1700 MARKET STREET
 SUITE 3050
 PHILADELPHIA, PA. 19103
 215-751-1717



ATTORNEY FOR

SHAMIRE PRITCHARD
 2654 Charles Street
 Philadelphia, PA 19135

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY

TERM, 2018

vs.

No.

USAA CASUALTY INSURANCE COMPANY
 PO Box 26001
 Daphne, AL 36526

CIVIL ACTION COMPLAINT

IC-Contract

NOTICE TO DEFEND

"NOTICE

"AVISO

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
 1 Reading Center
 Philadelphia, PA 19107
 215-238-6333"

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO OBTENER UN ABOGADO.

SI USTED NO PUEDE PAGAR UN ABOGADO, ESTA OFICINA QUISAS PUEDE ASISTIRLE CON INFORMACION SOBRE AGENCIAS LEGALES PARA PERSONAS ELEGIBLE A UN PRECIO REDUCIDO O GRATIS.

SERVICIO DE REFERRIDO LEGAL
 1 Reading Center
 Philadelphia, PA 19107
 Teléfono. 215- 238-6333"

Case ID: 180800196

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CIVIL ACTION COMPLAINT

1. Plaintiff is an adult individual residing at the above-captioned address.
2. Defendant USAA Casualty Insurance Company (hereinafter referred to as "USAA") is a corporation engaged in the business of insurance and duly registered to do business in the Commonwealth of Pennsylvania, with its principal place of business and/or registered address for service of process at the above captioned address, and which, at all times relevant hereto, regularly and continuously conducted business in the City and County of Philadelphia.
3. Defendant was, at all relevant times hereto and specifically on November 2, 2015, the underinsured motorist insurance carrier for Jonathan Pritchard, II and Plaintiff pursuant to a policy of insurance providing coverage for a 2013 Dodge Charger occupied by Plaintiff at the time of the below-described accident.
4. On or about November 2, 2015, Plaintiff was involved in a motor vehicle accident with Suzanne Stepp; Stepp was traveling westbound on East Lehigh Avenue at or near its intersection with "A" Street when she so negligently and carelessly operated said vehicle as to hit the rear of the Plaintiff's vehicle.
5. Suzanne Stepp had a policy of liability insurance with Nationwide Insurance Company, with liability policy limits in the amount of Fifteen Thousand Dollars (\$15,000.00), said limits being tendered by Nationwide in settlement of Plaintiff's third party bodily injury claim.
6. Due to the accident, Plaintiff suffered severe physical injuries to her body including, but not limited to, cervical sprain and strain, thoracic sprain and strain and lumbar sprain and strain.

Case ID: 180800196

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7. Due to the foregoing, Plaintiff has been compelled, in order to effectuate a cure for the aforesaid injuries, to expend large sums of money for medicine and medical attention, and may be required to expend additional sums for the same purpose in the future.

8. Due to the foregoing, Plaintiff has been prevented from attending to her usual and daily activities and duties, including those related to her occupation, and may be so prevented for an indefinite period of time in the future, all to her great detriment and loss.

9. Due to the foregoing, Plaintiff suffered physical pain, mental anguish, loss of life's pleasures and humiliation, and may continue to suffer same for an indefinite period of time in the future.

10. At the time of the accident, Plaintiff occupied a vehicle owned by Jonathan Pritchard, II and insured by Defendant USAA.

11. When Mr. Pritchard purchased the policy, he elected to purchase underinsured motorist benefits for financial protection in the event that an individual was injured by the negligence of a driver who did not maintain adequate liability insurance coverage.

12. As a result of Mr. Pritchard's selection of underinsured motorist benefits, he paid, and Defendant USAA accepted, increased premium payments.

13. At the time Mr. Pritchard purchased the policy, he believed and intended that any and all disputed underinsured motorist claims arising under the policy would be resolved without litigation.

Case ID: 180800196

14. By contract and by operation of law, Defendant USAA, as underinsured motorist insurer, is required to pay those damages in excess of the coverage afforded by Suzanne Stepp's liability policy with Nationwide Insurance Company.

15. Reasonable time has expired for Defendant USAA to examine the claims made by Plaintiff, and Defendant has failed to provide a reasonable response to Plaintiff's demand, thereby prompting this filing.

16. Defendant's failure to pay is a breach of contract of insurance and requires the relief requested by Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus interests and costs of suit as the law may allow.

COUNT II- PIP

SHAMIRE PRITCHARD v. USAA CASUALTY INSURANCE COMPANY

17. Plaintiff incorporates herein by reference paragraphs one through sixteen of this Complaint as though same were fully set forth at length.

18. Defendant USAA issued a policy of automobile insurance to its insured, Jonathan Pritchard, II, which policy was in effect on the date of the accident, November 2, 2015.

19. Under the terms of this policy, Defendant was responsible for providing Plaintiff with first party benefits including, but not limited to, medical benefits pursuant to the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 P.S. §1711, et seq.

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20. As a result of the November 2, 2015 accident, Plaintiff has been obliged to receive and undergo medical attention and care, and to expend various sums of money and incur various expenses for which medical benefits are payable, and Plaintiff may be obligated to continue to expend various sums of money for an indefinite period of time in the future to receive treatment for her injuries.

21. There are presently unpaid and outstanding medical bills for reasonable and necessary treatment received by Plaintiff as a result of injuries she sustained in the aforementioned motor vehicle accident:

- | | | |
|----|------------------------|-------------|
| 1. | Dr. Gregory Nelson | \$ 7,885.00 |
| 2. | Northeast Open MRI | \$ 168.58 |
| 3. | Penn Therapy & Fitness | \$ 8,188.00 |

22. Commencing with the date of treatment, and at various times thereafter, Plaintiffs requested that Defendant pay the medical bills set forth above, but Defendant has failed to and refuses to do so.

23. At all times material hereto, Defendant refused to pay the foregoing medical bills as part of a course of action designed to unilaterally, without justification, refuse all such claims for medical benefits. Defendant caused the Plaintiffs to become personally responsible for these bills, contrary to the terms of the insurance contract, the Pennsylvania Motor Vehicle Financial Responsibility Law and the case law of the Commonwealth of Pennsylvania inter alia as follows:

- (a) Representing to the insured that he purchased the full policy amount in first party benefits, and the insured and Plaintiff acted upon that promise which was illusory;

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- (b) Purporting to offer the full policy amount of medical coverage, when in fact, Defendant had no intention of providing same;
- (c) Charging a premium based upon the full policy amount of first party medical benefits, when, in fact, Defendant intended to use any excuse or rationale, justified or not, to avoid fulfilling its contractual obligation;
- (d) Defendant represented to the insured and Plaintiff that they had the full amount of first party medical benefits, when in fact, Defendant, intended to and has refused to pay such benefits as part of a pattern to deny all such claims;
- (e) Not attempting in good faith to effectuate the prompt, fair and equitable settlement of Plaintiff's claim contrary to Defendant's statutory and contractual duty;
- (f) Failing to respond to Plaintiff's claim for first party benefits within a reasonable length of time;
- (g) Failing to properly investigate Plaintiff's claim for first party benefits prior to denying that claim;
- (h) Compelling Plaintiff to seek legal redress and commence this action;
- (i) Failing to have, or timely provide, a reasonable explanation of the basis for the denial of Plaintiff's claim for first party benefits;
- (j) Failing to initiate timely and reasonable claims procedures;
- (k) Making the above false representations, with full knowledge that those representations are false;
- (l) Compelling Plaintiff to institute this litigation to recover amounts due under the policy by offering substantially less than the amounts due;
- (m) All of the above constitutes Defendant's intention to induce the Plaintiff to act or refrain from acting in reliance thereupon; and
- (n) Thus avoiding its statutory and contractual obligations.

Case ID: 180800196

24. As a result of all of the foregoing, Plaintiff was required to hire the services of an attorney to collect medical bills.

25. Pursuant to §1716 of the Pennsylvania Motor Financial Responsibility Law, Plaintiff is entitled to attorney's fees "in the event that the insurer is found to have acted in an unreasonable manner in refusing to pay the benefits when due."

26. Defendant has, in fact, acted in an unreasonable manner in refusing to pay these first party benefits.

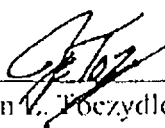
27. Further, pursuant to §1716 of the Pennsylvania Motor Financial Responsibility Law, Plaintiff is entitled to 12% per annum interest from the date the benefits became due.

28. Pursuant to §1798 of the Pennsylvania Motor Financial Responsibility Law, when an insurer is found to have acted with "no reasonable foundation", it is also liable for Plaintiff's attorney's fees.

29. Defendant has, in fact, acted with "no reasonable foundation" in failing to pay these first party benefits, and is also liable for Plaintiff's attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in an the amount of the unpaid first party medical benefits, plus 12% interest per annum and attorneys' fees, and other such damages as this Court may permit.

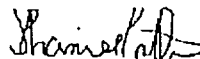
AVERSA & LINN, P.C.


John V. Poczylowski, Esquire
Attorney for Plaintiff

Case ID: 180800196

VERIFICATION

I, **Shamire Pritchard** state that I am the Plaintiff in the above action and I verify that the statements made in the foregoing **Complaint** are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S.A., Section 4904, relating to unsworn falsification to authorities.



Shamire Pritchard

Case ID: 180800196

CERTIFIED MAIL



7014 0150 0000 7980 8565



1700 Market Street
Suite 3050
Philadelphia, PA 19103

USAA Casualty Insurance
PO Box 26001
Daphne, AL 36526

3652635001 8059

EXHIBIT B

AVERSA & LINN, P.C.
BY: **JOHN E. TOCZYDLOWSKI, ESQUIRE**
IDENTIFICATION NO. 76848
1700 MARKET STREET
SUITE 3050
PHILADELPHIA, PA. 19103
215-751-1717

ATTORNEY FOR PLAINTIFF
Filed and Entered by the
Office of Judicial Records
21 AUG 2018 03:52 pm
M. RUSSO

SHAMIRE PRITCHARD

v.

**USAA CASUALTY INSURANCE
COMPANY**

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

AUGUST TERM, 2018

No. 0196

AFFIDAVIT OF SERVICE UPON DEFENDANT,
USAA CASUALTY INSURANCE COMPANY

I, **JOHN E. TOCZYDLOWSKI, ESQUIRE**, hereby affirms that service of the complaint in the above captioned matter was perfected on Defendant, USAA Casualty Insurance Company, via United States Mail, by way of Certified Mail, Return Receipt Requested No.: 70140150000079808565.. A copy of the transmittal letter along with the USPS tracking are attached hereto as Exhibit "A."

AVERSA & LINN, P.C.



JOHN E. TOCZYDLOWSKI, ESQUIRE

SWORN TO AND SUBSCRIBED

before me this 21st day
of August, 2018.



NOTARY PUBLIC

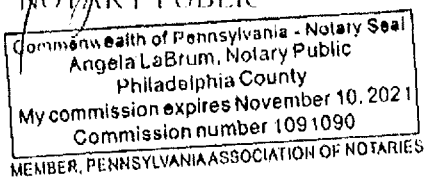


EXHIBIT “A”



August 6, 2018

~
Aversa & Linn

Attorneys at Law
1700 Market Street
Suite 3050
Philadelphia, PA 19103
215.751.1717
FAX: 215.751.9386
email:
info@aversa-linn.com

USAA Casualty Insurance
PO Box 26001
Daphne, AL 36526

Re: Shamire Pritchard v. USAA Casualty Insurance Company
Claim No.: 026998792

Dear Sir/Madam:

Enclosed please find a time-stamped copy of the Civil Action Complaint filed against you in the Court of Common Pleas of Philadelphia County. Please be advised we are permitted to serve this Complaint upon you by certified mail pursuant to the Pennsylvania Rules of Civil Procedure.

Please take special note of the Notice to Defend on the Complaint. I suggest you immediately forward this document to your liability insurance carrier, or to your legal counsel, in order to protect your rights.


Very truly yours,

John E. Toczydlowski

JET/nc
Enclosure

CMRRR #P 70140150000079808565

~
NJ Office
2091 Springdale Road
Suite 17
Cherry Hill, NJ 08003
856.489.7712

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>USAA</p> <p>PO Box 260001</p> <p>Daphne, AL 36526</p>  <p>9590 9402 3697 7335 1680 53</p>		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Received by (Printed Name) <u>Brent Miller</u></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0000 7980 8565</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p>		<p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Restricted Delivery</p>	

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7550-02-000-9053